

Chapter 3

DRAFTING A SCOPE OF WORK

3.1 IMPORTANCE OF DRAFTING A GOOD SCOPE OF WORK

Developing the scope of work is the most critical part of the entire contracting process. You will use the scope of work both when you select a service provider and when you formalize the contract with the selected service provider.

At the selection stage, it is important that your scope of work be clear and understandable so that prospective service providers can understand what the Agency wants to buy. Whether you use a competitive selection process or a sole source or emergency procurement, it is more likely that service providers will be able to provide good, responsive proposals that meet your agency's needs if they are able to understand exactly what it is that you want to buy. Good proposals will make the evaluation process easier and will increase the chances that you will get what you want out of the resulting contract. Vague and unclear scopes of work can also result in higher prices if service providers have a hard time understanding the limits of what you want to buy.

When you are formalizing the contract, the scope of work that you used in the selection process will be the scope of work in the contract. Again, it is important that the scope of work be clear and understandable. Precision is imperative. If the scope of work is ambiguous, you will have a hard time making the service provider comply with your expectations.

The following example from Peter M. Kettner and Lawrence L. Martin's book, Purchase of Service Contracting (A SAGE Human Services Guide 44, 1987), provides a good illustration of why precision in the scope of work is so important:

Suppose, for the moment, that you are planning to purchase a car, and you decide to write up a set of requirements. Monthly payments must be under \$300. Gas mileage must be 25 mpg or better. It should have air conditioning, AM/FM radio, power steering, two doors with hatchback, and the color should be red. You have a mental image of what you want

to purchase. Yet someone could meet all of your requirements and the car may only remotely resemble what you had in mind. You may have envisioned a new car, whereas the seller can meet all the specifications with a used car. You may have envisioned a powerful sound system, whereas the seller can meet your requirements with the cheapest possible set of speakers. Your red may be a bright, brilliant color. The seller's may be almost orange.

3.2 KEY TOOLS FOR WRITING A GOOD SCOPE OF WORK

Conceptually, there are two primary tools involved in writing a scope of work. First, you must have a good understanding of what it is that you want to buy. Although this may sound simple, it is imperative that you spend some time up front thinking carefully through the question of “what do we want to buy”. You simply cannot write a thorough and clear scope of work if you do not understand what it is that you are buying. For some very complicated or technical purchases, you may even want to hire a consultant to help you develop the scope of work for the RFP. (Note: you should consider Vendor Conflicts of Interest – discussed in section 1.6 before you hire a consultant to help you write the scope of work.) Another way to gather information and identify possible service options is to issue a Request for Information (RFI). An annotated sample RFI is attached to this *Guidebook* as Appendix O. Before you sit down to write the scope of work, think through the various questions in the following table. The questions are designed to help you understand what you are buying.

The other primary tool that you will need to write a good scope of work really boils down to good writing skills. General tips on the writing skills needed to write a good scope of work are provided below.

3.3 DETERMINING WHAT YOU NEED

Considerations for Preparation of Scope of Work. The scope of work is a detailed description of the expectations of the contract. The information in the scope of work is the basis for the potential contractor to know what is expected in order to determine a cost and for you and the contractor to know the basis of accountability. If you do not have an expectation set forth in the scope of work, you cannot hold the service provider accountable for meeting that expectation.

Aspect To Be Addressed	Contract Expectations	For each aspect, list the expectations specific to the contract in question
Inputs		
<ul style="list-style-type: none"> • Problem/issue to be addressed 	What is the problem to be solved or issue to be addressed? How will you know that the problem is solved or the issue resolved satisfactorily? What do you want to see accomplished?	
<ul style="list-style-type: none"> • Characteristics of entity/persons to be served 	Who has the problem or issue? Who is expected to be served under this contract? What are their characteristics such as geographic location, etc?	
<ul style="list-style-type: none"> • Staff characteristics 	What types of staff will the contract require? (qualifications, availability, etc.)	
<ul style="list-style-type: none"> • Facilities & equipment 	What facilities and equipment will be required or expected? Are there specific requirements the facilities or equipment must meet?	
Throughputs		
<ul style="list-style-type: none"> • Definition of service 	What types of services will the contract require?	
<ul style="list-style-type: none"> • Tasks 	What service tasks must be performed	
<ul style="list-style-type: none"> • Method of delivery 	Are there expectations for how the tasks must be carried out? Ask yourself if you have expectations about how, when, where, who, how often, what? If so, what are those expectations?	
Outputs		
<ul style="list-style-type: none"> • Service completion 	How will you know the service has been provided and the required tasks completed? Will payment be tied to outputs? Are there reports or meetings you expect? If so, at what	

	intervals? What are the expectations for those reports or meetings?	
Outcomes		
<ul style="list-style-type: none"> • Definition of the change or result you want to achieve 	What are the expected outcomes? How will you know when these outcomes have been achieved, e.g., what are the indicators? How will you measure the change? What data will you need and what are the sources of the data? Will payment be tied to outcomes?	

3.4 WRITING IT UP

After you have worked through the questions in the above table and considered how they apply to the services you are planning to buy, you are ready to start writing the scope of work. Here are some general tips for writing a good scope of work:

- **Hold the service provider accountable:** The contract should hold the service provider accountable for results. Results or performance should be the focus, not procedure or process. Work requirements should be written in a results-oriented manner and clearly define all performance objectives, work expectations and project milestones so that you can verify that you received the services or results you will be buying. (What do you want to see happen and what do you need to know that it did happen?) Results may include reports, training sessions, assessments, evaluations or other tangible services.
- **Be precise:** The more precision in the scope of work, the more likely the agency will satisfy its need. Performance requirements should be written in such a way that it can easily be determined if and when the contractor has successfully completed performance. Under the Accountable Government Act, payment for the services provided should be tied to performance. As a result, the scope of work and the payment provisions must be drafted so that you can determine whether and how much to pay the contractor.

- • **Use active voice and task-oriented statements:** The clearest way to indicate who is responsible for the work is to use the active voice. Precede requirements with "The Contractor shall" or "The Agency shall." Use of the passive voice obscures who is responsible. For example, say, "The service provider shall (or must) provide 'X'" rather than "'X' will be provided."

Ambiguous provisions are generally interpreted against the drafting party.

- • **Avoid abbreviations and acronyms:** To prevent misunderstandings, you should avoid using abbreviations and acronyms as much as possible. When you do use them, make sure and define them, either in the definition section of the contract or RFP or the first time that you use the abbreviation or acronym in the document.
- • **Avoid using ambiguous words and phrases:** You should avoid using ambiguous words and phrase in the scope of work. For example, say, "The service provider shall keep driveways clear of snow so that depth does not exceed two inches" or "The service provider shall maintain grass between two and three inches high" instead of "clear snow as required" or "mow grass as necessary."
- • **Use consistent terminology:** Use consistent terminology throughout the scope of work (and through the contract or RFP). Use the same word when referring to the same thing throughout the scope of work. If necessary, define it. This is particularly important when referring to requirements that are technical in nature.
- • **State due dates:** Due dates for formal written reports should be stated as well as any timelines for required oral progress reports or other service deadlines. Also include contract-monitoring requirements. For example, regular meetings should be scheduled to review standards, evaluate progress, and identify problem areas and to determine actions to be taken by parties to resolve problems.

3.5 ACCOUNTABLE GOVERNMENT ACT CONSIDERATIONS

The Accountable Government Act, as it relates to service contracting, requires agencies to include in all service contracts a payment clause that ties the amount or basis for paying for the services to performance, a monitoring clause for overseeing the service provider's compliance with the service contract, and a review clause to review performance under the contract in all service contracts (unless the agency receives approval to use special terms and conditions in its contracts). See Iowa Code section 8.47. The rules adopted to implement the Accountable Government Act provide a non-exhaustive list of examples of the types of clauses that agencies may use to satisfy these requirements. The rules are included in this *Guidebook* in Appendix H. Because the examples of permissible payment clauses generally provide for the basis or amount of payment to be made if the contractor meets performance criteria identified in the contract, you need to address the performance criteria expectations in the scope of work. The scope of work should also include monitoring and review provisions. The payment clause, the monitoring provisions, and the review provisions should all work in harmony with each other.

Performance criteria are an objective means to determine fulfillment of the contract. Performance criteria may include, for example, meeting established schedules or meeting stated objectives. "Performance measures" means measures that assess a service, product, or activity. Performance measures include quality, input, output, efficiency, and outcome measures. See 11 IAC 107.3. Performance measures are quantifiable measures that assess a service, product, or activity. The chapter on Performance Contracting in the *State of Iowa Performance Measures Guidebook* (see [http // www.state.ia.us/government/dom/](http://www.state.ia.us/government/dom/) and click on Publications and Presentations) explains that performance measures are performance criteria, but performance criteria are not necessarily performance measures. All performance measures are numeric while because not all performance criteria are numeric.

Under the Accountable Government Act and the rules adopted to implement it, payment may be based on the service provider meeting performance criteria identified

in the contract. The review provisions, however, will generally include performance measures. As a result, you may want to consider (but are not required to) adopting performance measures as your performance criteria when you draft your scope of work. You should review the chapter on Performance Contracting in the *State of Iowa Performance Measures Guide* to help you identify performance measures to include in your contract. See Chapter 10 for more information on the Accountable Government Act.

Appendix H: <http://das.gse.iowa.gov/services/AppH-AdministrativeRules.pdf>

Appendix O: <http://das.gse.iowa.gov/services/AppO-RFIannotated.pdf>